

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT, made and entered into as of the 30th day of September, 1999, by and between WN STATELINE, LLC, a Tennessee Liability Company, ("Assignor"), and NETWORKS-U.S.A. XXIX, INCORPORATED, a Florida Corporation, ("Assignee").

WITNESSETH:

WHEREAS, Assignor was the owner of certain real estate situated in Southaven, DeSoto County, Mississippi, more particularly described on Exhibit "A" attached hereto; and

WHEREAS, Assignor has leased a portion of said real estate to WALGREEN CO. pursuant to a certain lease dated May 15, 1997, with a memorandum of lease filed for record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Power of Attorney, Contract & Lease Book 74, Page 462, ("Lease"); and

WHEREAS, WN Stateline, LLC, executed and delivered a certain Promissory Note dated September 15, 1998 to CONSECO MORTGAGE CAPITAL, INC. to evidence a loan of Two Million One Hundred Thousand Dollars (\$2,100,000.00) together with a Deed of Trust and Security Agreement recorded in Real Estate Trust Deed Book 1040, Page 1, in said Chancery Clerk's Office and other security for the repayment of said loan which constitute liens encumbering the real estate (the Promissory Note, Deed of Trust and Security Agreement and other security being collectively "Loan Documents"); and

WHEREAS, Assignor, concurrent with the execution of this instrument, has executed and delivered to Assignee Warranty Deeds conveying to Assignee said real estate and all improvements thereon.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration given each to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor shall and does hereby assign to Assignee all Assignor's right, title and interest in and to the Landlord's interest in the Lease, to have and to hold such interest unto Assignee, its successors and assigns, for the full remaining term of said Lease and any extensions thereof.

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2. Assignor shall and does hereby agree to defend, save and hold Assignee harmless from any breach by Assignor as Landlord under the Lease occurring prior to the date hereof.

3. Assignee shall and does hereby accept this assignment by Assignor of all Assignor's right, title and interest in and to the Landlord's interest in the Lease.

4. Assignee shall and does hereby become entitled to all the benefits of and assume all the obligations and duties of Landlord under the Lease.

5. Assignee shall and does hereby agree to defend, save and hold Assignor harmless from any breach by Assignee as Landlord under the Lease occurring on or after the date hereof.

6. Assignee shall and does hereby become entitled to all the benefits of (including without limitation the benefits of any exculpation provisions) and assume all the obligations and duties of Assignor under the Loan Documents, which obligations, however, shall remain non-recourse to Assignee.

7. Assignee shall and does hereby agree to defend, save and to hold Assignor harmless from any liability under the Loan Documents, except any claim against Assignor prior to the date hereof.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

9. No modification, alteration, amendment, or change of this Agreement shall be binding unless in writing and signed by the parties against whom enforcement is sought.

10. This Agreement shall be deemed made in DeSoto County, Mississippi, regardless of the order in which the signatures of the parties shall be affixed hereto and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Mississippi.

11. All provisions of this Agreement are severable and should any part or provision be declared illegal or void, all other parts and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and date first set forth above.

ASSIGNOR:

WN STATELINE, LLC

BY:

West Newman
West Newman, Chief Manager

ASSIGNEE:

NETWORKS-U.S.A. XXIX, INCORPORATED

BY: _____

Jerome Feldman, President

STATE OF Tennessee
COUNTY OF Shelby

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared WEST NEWMAN, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chief Manager of WN STATELINE, LLC, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Chief Manager.

WITNESS my hand and Office Notarial Seal at office this 30th day of September 1999.


 Notary Public

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF DADE

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared JEROME FELDMAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of NETWORKS-U.S.A. XXIX, INCORPORATED, a Florida corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and Office Notarial Seal at office this ____ day of _____, 199__.

Notary Public

My Commission Expires: _____

ASSIGNEE:

NETWORKS-U.S.A. XXIX, INCORPORATED

BY: 

Jerome Feldman, President

STATE OF _____

COUNTY OF _____

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared WEST NEWMAN, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chief Manager of WN STATELINE, LLC, a Tennessee limited liability company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such Chief Manager.

WITNESS my hand and Office Notarial Seal at office this ____ day of _____, 199__.


Notary Public

My Commission Expires:

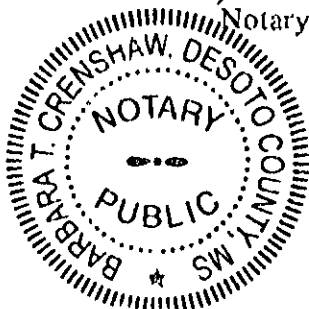
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared JEROME FELDMAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of NETWORKS-U.S.A. XXIX, INCORPORATED, a Florida corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and Office Notarial Seal at office this 30th day of September, 1999.


Notary Public

My Commission Expires:

11-28-2000

BOOK

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EXHIBIT "A"

Lot 1, WN Stateline Subdivision, in Section 24, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 49, in the Office of the Chancery Clerk of DeSoto County, Mississippi.